



COLD ROLLED PROFILES

GENERAL SALES CONDITIONS 2019

1.SCOPE

1.1 These general sales conditions are applicable together with the special conditions written in the frame contract or in the order confirmation. In case of contradictions, the conditions of the frame contract or order confirmation will prevail.

1.2 These general sales conditions are governed by the United Nations Conventions on the International sales of Goods and by the Italian Laws for those matters not governed by such Convention.

1.3 Any reference to trade terms (such as EXW CIP, etc.) is intended to be referred to INCOTERMS® published by the International Chamber of Commerce and valid at the date of conclusion of this contract.

2.OFFERS AND ORDERS PROCESSING

2.1 Offer by the Seller is non-binding and is to be considered only as an answer to a request of offer to become later an eventual order.

Buyer's order shall become effective only upon receipt of Seller's order confirmation inclusive of all technical and commercial details.

2.2 The detailed technical drawings of the products that the Seller will manufacture must be always validated by the Buyer. Production will not be started if these documents have not be signed by Buyer.

Delivery and performance deadlines shall be extended accordingly in case of late return of signed documents.

3.TIME OF DELIVERY

3.1 The delivery time is binding only if indicated by Sika in writing form in the Order Confirmation.

3.2 If the Seller expects to be unable to deliver the Products at the date agreed for delivery, he must inform the Buyer within the shortest delay, stating, whether possible, the estimated date of delivery. If a delay for which the Seller is responsible lasts more than 6 weeks, the Buyer will be entitled to terminate the Contract with reference to those Products with late delivery, by giving the Seller a 10-days notice to be communicated in writing (fax, email or registered letter).

3.3 The Seller will not be responsible for any delay caused by force Majeure – such as strikes, boycotts, lockouts, fires, natural disasters, war, civil war, riots, revolutions, requisitions, embargo, energy black-outs, delay in delivery of raw materials, or by act or omission of the Buyer.

3.4 In case of delay due to the Supplier's fault the Buyer may put the Seller in default by official notice in writing. The Buyer may then ask for a compensation for the actual suffered damage,

SIKA S.R.L.

Sede Legale: Via Albertino da Corona, 1/Q – 31100 Treviso – Italy

Sede Operativa: Via della Pace, 7/9 – 31030 Dosson di Casier – Treviso – Italy

Tel. (+39) 0422 381211 – Fax (+39) 0422 381462 – info@sikaprofilii.it – www.sikaprofilii.com

Cap. Soc. € 100.000,00 – C.F. e P.I. 02462820263 - VAT IT02462820263 – REA 211890 – Registro Impresa 02462820263 – Posta Certificata sika@itpec.eu





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within the maximum amount of 5% of the price of the products the delivery of which has been delayed.

4. DELIVERY TERMS AND CONDITIONS

4.1 Unless otherwise agreed between the Parties deliveries shall be considered “Ex-Works” as per INCOTERMS®2010.

4.2 Unless otherwise agreed between the Parties the Products shall be delivered with a standard package such as metal-strapped bundles or wooden pallet.

5. PRICES

5.1 Sika’s prices are calculated on the basis of the quotation of raw material at the moment of submitting the offer. Eventual variations of the raw material costs may cause a variation of the offered price.

5.2 All prices are quoted in Euro, ex Works, and do not include additional expenses such as VAT or other taxes, levies and duties.

6. PAYMENT TERMS

6.1 Unless otherwise agreed between the Parties payment must be settled, without any deduction, within 30 days from date of invoice. If payment is not settled within the agreed terms the Buyer shall be in default.

Payment is deemed to be made only when Sika has the due amount available in its current account.

6.2 If Buyer is in default of payment, the Seller is entitled to demand default interest for late payment of due amount.

6.3 If the Seller becomes aware of the risk that Buyer may not be able to perform his obligations the Seller is entitled to deliver only against advanced payment.

7. QUALITY TERMS FULFILLMENT

7.1 Quality of delivered products shall comply with:

- The technical drawing released by Seller and validated by the Buyer
- The Quality Specification agreed in writing
- The prototypes and/or samples supplied by the Buyer (whether such procedure was agreed between the Parties)
- The raw material quality with a thickness tolerance range according to the specifications of EN 10162 norms.

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7.2 The cross sections are based on confirmed drawings and the technical terms of delivery pursuant to EN 10162 for cold rolled steel sections and grade of steel pursuant to the standard according to EN applicable

The Seller will not release any general warranty for the characteristics of its Products purposes of use pursued by Buyer. Buyer is solely responsible for the decision on whether a Product that complies with the agreed quality specification is fit for a certain purpose and for the nature of its use.

The Seller will provide from primary steel mills the necessary raw material for the manufacture of the Product following to the Buyer's specifications. The existence of hairline cracks, laminations and inclusions or other non-apparent structural weakness cannot be ruled out.

7.3 Any complaints relating to packing, quality, quantity, exterior features of the Products (apparent defects), must be notified to the Seller by registered letter with return receipt, within 7 days from the receipt of the Products. Failing such notification the Buyer's right to claim the above defects will be forfeited.

Any complain relating to defects which cannot be discovered on the basis of a careful inspection upon receipt (hidden defects) shall be notified to the Seller by registered letter with return receipt, within 7 days from discovery of the defects and in any case not later than 12 months from the date of delivery.

7.4 Provided the Parties have agreed a Production Release by derogation of the validated technical drawing, and the delivered Product complies with the prototypes and samples accepted by the Buyer, the Buyer shall not be entitled to any warranty claims whatsoever against the Seller (provided all the other agreed quality specifications have been satisfied).

7.5 Deviation from the agreed quantity (number of pieces or lengths) and weight are allowed within a range of plus or minus 10% of the ordered quantity.

7.6 Buyer's warranty claims due to the occurrence of corrosion because of improper storage, packing, transport or time overlaps concerning storage for which in each case Buyer is responsible are excluded.

8. RETENTION OF TITLE

It is agreed that the Seller shall maintain the reservation of ownership of the supplied Products, until payment has been settled in full by the Buyer.

The reservation of ownership is extended to the Products sold by the Buyer to third parties.

9. JURISDICTION

The Law Court of the place where the Seller has his registered office shall have the exclusive jurisdiction in any action arising out of or in connection with this contract.

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